



# ST. JOHN THE BAPTIST PARISH COUNCIL

JOEL MCTOPY - Chairman

CLEVELAND FARLOUGH - Vice-Chairman

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LAPLACE, LOUISIANA 70068  
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*June 24, 2004*

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**Nickie Monica, President**  
**ST. JOHN THE BAPTIST PARISH**  
**1801 W. Airline Hwy.**  
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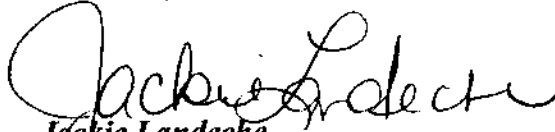
**Dear Mr. Monica:**

**Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, June 22, 2004.**

**Councilman McTopy moved and Councilman St. Pierre seconded the motion to authorize the parish president to enter into agreement with Personnel Management, Inc. (PMI) to provide specific services for the St. John the Baptist Parish Fire Services; this is for 6 months and will be brought back to this council for either termination or extension at that time. Vote on motion was unanimously approved, with Councilmen Wolfe and Smith absent.**

## CERTIFICATION

**I, Jackie Landeche, Legislative Assistant of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 22nd Day of June, 2004.**  
**JUNE 24, 2004.**

  
**Jackie Landeche**  
**Legislative Assistant**  
**St. John the Baptist Parish Council**



PO Box 5628  
Shreveport, LA 71135-5628  
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## CLIENT SERVICE CONTRACT

This Agreement ("Agreement") entered into on July 1, 2004, between Personnel Management, Inc., ("PMI"), a Louisiana Corporation, and St. John the Baptist Parish ("Client"). This Agreement is executed between the parties pursuant, and subject, to Part XXV-E of Chapter 1 of Title 22 and Part XII of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950.

### PROVISIONS

#### I. RELATIONSHIP ESTABLISHED AND RESTRICTION OF LIABILITIES

PMI agrees to provide, and Client agrees to subscribe for, the services and benefits of PMI as set forth in this Agreement for those employees ("Employees") of whom Client and PMI shall be joint employers in accordance with the terms and conditions of this Agreement and as permitted and/or required by applicable Louisiana law. The parties intend that this joint employer relationship be one by which the traditional duties and rights of an employer with respect to the Employees are divided between the parties in the manner set forth herein. As provided herein, the parties shall share responsibility for certain employer functions, while for other employer functions one of the parties shall be treated as the sole responsible party.

To the extent permitted and/or required by applicable Louisiana Law, PMI is and generally shall be considered the employer of the Employees; provided that, Client shall retain control over its business enterprise and exercises the direction and control over the covered employees as to the manner and method of work done in furtherance of Client's business or mission. Certain employer obligations will be allocated between the parties pursuant to this Agreement. PMI agrees to assume the liability for those employer functions for which it has responsibility as specifically assigned to PMI under this Agreement. Client generally agrees to retain the liability for all employer functions other than those specifically assigned to PMI under this Agreement and also for which Client has day-to-day responsibility and control.

Notwithstanding the specific assumptions of duties by either party, if the act or omission of a party results in the failure of the other party to fulfill its duties, the party committing such act or omission shall bear responsibility and liability for such act or omission.

PMI and Client expressly agree that neither of the two parties, nor their respective insurance carriers, are in any way responsible or liable for any of the other party's business operations, employees (other than Employees as defined in this Agreement), personnel policies, or other actions. PMI and Client agree that any liability assumed under this Agreement shall be specifically restricted to claims related to Employees performing duties or work for Client consistent with the duties outlined in the job description contained in the civil service class statement for each such Employee, and shall not extend to claims arising from the actions of other employees or business operations of either party to this Agreement.

PMI shall not be considered a co-employer or joint employer for purposes of the Louisiana Municipal Fire and Police Civil Service Law for Fire Protection Districts, La. R.S. 33: 2531 *et al.* This limitation shall in no way affect PMI's Joint Rights and Obligations under Section VI of this agreement.

The term "Employees" or "Employee" as defined in this Agreement shall mean all full time paid firefighters, operators, captains, district chiefs, deputy chiefs and fire chiefs employed by Employer. The identities of names of these individuals are listed on Appendix "A" hereto, which is made part hereof.

PMI shall bear no responsibility for volunteer personnel.

## II. CONTRACT TERM

It is the intent of the parties that this Agreement establishes an ongoing, rather than temporary, relationship. Subject to the provisions of this Section, this Agreement shall become effective for the payroll period beginning July 1, 2004, and remain in force through December 31, 2004, at which time it will automatically renew and continue in force until terminated pursuant to the provisions below:

This Agreement may be terminated as follows:

- A. By either party upon thirty (30) days written notice to the other party.
- B. By either party upon written notice, if the other party has materially breached one or more provisions of this Agreement and has not cured such breach within ten (10) days of receipt of written notice of such breach; provided that if the breach is the failure to pay over any monies then due (service fee, wages, payroll taxes) PMI may terminate this Agreement immediately and without need for notification.
- C. By mutual written agreement of the parties.

Termination of this Agreement shall not relieve PMI of its obligations for any unpaid wages, all applicable payroll taxes as set forth in Section IV.C.3 of this Contract and benefit costs hereunder. Termination of this Agreement likewise does not relieve Client of its Service Fee, payroll, benefit or other payment obligations under this Agreement, through and including the effective date of termination.

## III. CLIENT FEES

Client agrees to pay PMI a Service Fee for services performed at percentage rate of 5.00% (Five and 00/100 Percent) multiplied by the gross wages paid to all employees each pay period. In addition to this Service Fee, Client agrees to pay PMI for the following costs and expenses:

1. Gross Wages
2. Any and all federal, state or local statutory payroll and unemployment taxes.
3. Any and all federal, state or local statutory insurance. (I.e. workers' compensation)
4. Advance and/or deposit premium.
5. Any and all federal, state or local statutory or mandatory pension plans, including, but not limited to, the State Firefighters' Retirement System.

In addition Client agrees to pay PMI the following:

1. EPLI- Employment Practice Liability Insurance \$4.50 per employee per month, unless Client maintains its own EPLI insurance.

Additional services are available to Client that are not included in the above Service Fee. Examples of such services are: non-mandatory employee benefits, specialized reports, employee verification, employee drug screens, service fees for cafeteria plans, service fees for retirement plans.

Unless specifically excepted in this Agreement, Client's Service Fee obligation shall continue during all normal periods of Employee absence for vacation, sick leave, annual leave, earned annual leave, legal holidays, and emergency situations where wages are owed to Employees. The fee shall be payable during the entire term of this Agreement, and any unpaid fees shall be immediately due upon termination of this Agreement.

PMI shall not adjust the Service Fee percentage during the first twelve (12) months that the Client is a client of PMI except for the following:

- (i) Increases in employment taxes and insurance coverage required by law, including any retroactive increase or assessment (effective immediately), and

- (ii) Changes in the number of Employees, rate of employee turnover, wages or payroll frequency that result in significant changes in the cost of payroll or personnel administration (effective immediately).

Unless otherwise set forth above, any adjustment to the Service Fee other than items (i) and (ii) listed above shall become effective upon sixty (60) days written notice to Client.

After the first twelve (12) months that Client is a client, the parties contemplate an adjustment in the Service Fee percentage rate based on an anticipated possible decrease in time, expense and effort required of PMI. The foregoing Service Fee rate shall, however, remain effective until and unless PMI provides written notice of such adjustment to Client.

Client agrees to pay all Service Fees a minimum of two (2) business days prior to each designated payday following the end of each pay period, unless Client has provided PMI with satisfactory performance assurances, in which case Service Fees shall be due upon the designated pay day following each pay period. If for any reason payment is not made when due, Client agrees that PMI will be damaged and actual amount of such damage will be impractical to determine. Client therefore agrees that a reasonable estimate of such damages, which Client agrees to pay to PMI on demand, is five percent (5%) of the delinquent amount as liquidated damages plus twelve percent (12%) per annum of the delinquent amount until paid. PMI reserves the right to require payment in certified funds or to demand an increase in deposited funds based on Client's payment history. Client acknowledges that failure to timely pay Service Fees is grounds for immediate termination of this Agreement by PMI.

Client acknowledges that payroll advances by PMI are wages and may qualify as a priority administrative claim under the United States Bankruptcy Code.

Client acknowledges the "start-up" nature of its paid fire suppression and prevention service. Due to this circumstance, it may be necessary for PMI to engage consultants to assist PMI in the performance of its obligations hereunder. Client agrees to reimburse PMI for the cost of such consultants up to a maximum cap of \$10,000.00.

#### **IV. RIGHTS AND OBLIGATIONS OF PMI**

A. As part of its duties as joint employer, PMI, to the extent permitted by applicable Louisiana law, shall be responsible for administering all personnel policies and procedures related to the hiring, firing, re-assignment and discipline of Employees assigned to Client by PMI. PMI agrees to consult closely with Client in the administration of all policies and procedures, which may in any way, affect the Client's assigned work force or business. If Client takes any action with respect to any duties set forth in this paragraph, Client shall bear the full responsibility and liability for such acts. PMI, to the extent permitted by applicable Louisiana law, reserves the right of direction and control over the Employees, but acknowledges that Client retains the right to supervise the quality and acceptability of the work performed by the Employees.

B. In exchange for the payment of the Service Fee, PMI agrees to provide the following services to Client and to the Employees:

1. Such optional services as may be specifically listed in Section VIII, Special Provisions of this Agreement.
2. Timely and accurate payment of Employee wages, subject to accurate reporting of job duties and hours worked by Client.
3. Withholding, remittance and timely payment of all applicable employer-related taxes including federal and state income tax withholdings, federal and state unemployment taxes, and FICA (OASDI & Medicare) taxes. Client acknowledges that wages for purposes of FICA, and federal and state unemployment taxes shall recommence with the effective date of this Agreement, as applicable to state regulations, regardless of whether the Employees have already been paid wages during the calendar year.
4. Proper administration of all employee benefit programs administered by PMI. PMI shall not assume any responsibility or liability for employee benefit programs administered or controlled by Client. PMI shall have 90 days from the effective date of this contract within which to evaluate Client's existing benefits program, make recommendations and at Client's election to install part or all of PMI's benefit program. Client shall remain liable for its existing benefit programs during

this 90-day period. Should Client maintain independent benefit plans outside of those offered by PMI and elected by Client, Client is legally responsible for all federal reporting and testing of those independent benefit plans.

5. Proper handling of unemployment and Workers' Compensation claims and audits made by or on behalf of Employees or regulatory agencies of occurrences during the period of employment by PMI and the term of this Agreement. \*(Such services provided by PMI related to Workers' Compensation claims and audits shall be solely administrative in nature since under this Agreement the Client, as a joint employer of the Employees, agrees to assume total responsibility and liability for providing and maintaining Workers' Compensation insurance as required by law through an insurance carrier selected solely by Client.) Provided, however, that both PMI and Client shall be deemed joint employers since they share the right of control with respect to the Employees and thus are both entitled to rely upon the exclusive remedy of La. R.S. 23:1032(A) available to employers.

6. Compliance with the Fair Labor Standards Act, the Immigration Reform and Control Act and the Consumer Credit Protection Act, Title III.

## V. RIGHTS AND OBLIGATIONS OF CLIENT

A. Client will retain control over its business enterprise and exercise direction and control over the Employees as to the manner of the work. Client, with consultation from PMI, shall have the exclusive right to hire, fire, discipline, set and adjust the compensation of Employees.

B. Client agrees to assist PMI upon request in arranging meetings with Employees, individually and in-groups, for the purpose of accomplishing necessary enrollment and/or training.

C. Notwithstanding any termination of this Agreement, Client shall verify and maintain all employee time records in accordance with Wage and Hour regulations for a minimum of five (5) years from and after the date reflected on such records. Client shall make such records available to PMI for inspection and copying within three (3) days after a written request for such records is delivered to Client. Client shall be responsible for providing accurate information for all overtime wages and minimum wages, which may become due on account of applicable wage and hour laws.

D. Client shall maintain general liability insurance coverage of a minimum of \$500,000.00 Combined Single Limit and shall maintain automobile liability insurance of a minimum of (\$500,000.00/\$500,000.00, UM \$100,000.00) covering any Employee who may be required to drive a vehicle of any type for Client. Client shall use its best efforts to require its insurer to name PMI as an additional named insured and issue a Certificate of Insurance to PMI requiring not less than thirty (30) days advance notice of cancellation or material change. Such Certificate shall be provided to PMI within forty-five (45) days of the date of this Agreement.

E. If Client maintains or is required by any third party to maintain a fidelity bond or fidelity insurance coverage on any Employees assigned to Client, Client agrees to use its best efforts to require its bond or insurance carrier to name PMI as an additional named insured or expressly provide that the Employees assigned to Client are covered by such bond or insurance policy.

F. Client shall be responsible for compliance with all health and safety laws, regulations, ordinances, directives, and rules including, but not limited to, the Occupational Safety and Health Act of 1970, as amended (OSHA), any applicable state equivalent thereof, and hazardous materials communications laws imposed by federal, state, and local governments. Client will immediately report all accidents and injuries to PMI. Client agrees to comply, at its expense, with any specific directives from PMI, Client's Workers' Compensation carrier, and/or PMI's safety engineer or authorized representative or any government agency having jurisdictions over the work place, and/or the health and safety of the Employees. Client shall provide or ensure use of all personnel protective equipment, as required by federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by PMI or Client's Workers' Compensation carrier. PMI and Client's Workers' Compensation Carrier shall have the right to inspect Client's premises annually or at any other time that PMI believes the Employees may be exposed to an unsafe work place. To the extent possible, such inspection shall be scheduled with Client at a mutually convenient time. PMI does not warrant the result of any such inspection, or the absence thereof, or that the operations and/or premises are in compliance with any health and safety laws, regulations, ordinances, directives, or rules.

G. Client is responsible for procuring and maintaining Workers' Compensation Insurance for the Employees during the terms of this Agreement. Client may elect to secure Workers' Compensation Insurance through PMI as an additional service. Client shall furnish PMI with evidence of such insurance coverage prior to the effective date of this Agreement. Client agrees that, should it elect to procure Workers' Compensation Insurance through PMI, and the Agreement is terminated within one year of commencement (July 1, 2004), Client will reimburse PMI any deposit premium or advanced premium paid by PMI prior to termination date.

H. If Client employs or engages common law employees, temporary employees, leased employees, or independent contractors other than the Employees provided under this Agreement, then notwithstanding any provision of this Agreement to the contrary, Client shall be solely responsible for such workers, including, without limitation, the provision of workers' compensation insurance, the collection and remittance of all income, payroll and other employment taxes, and compliance with all applicable laws.

I. In the event Client, directly or indirectly, engages a subcontractor, Client agrees to provide PMI with a Certificate of Workers' Compensation coverage with respect to subcontractor engaged by Client prior to commencement of services by the subcontractor. Client agrees to indemnify and hold harmless PMI with respect to Client's use of subcontractor(s) and subcontractor(s) failure to maintain and/or provide workers' compensation insurance and/or contract labor. Client agrees to indemnify and hold harmless PMI and to remain solely responsible for all actions to include but not limited to, audits, premium adjustments for the use of subcontractor(s) and/or contract labor. Client agrees to provide, at Client's expense, minimum premium workers' compensation policy for any payment of wages or other compensation to Client's employee(s) or contract labor not subject to this Agreement and/or sub-contractor(s) that fails to provide sufficient or adequate workers' compensation coverage.

J. Client agrees to make a timely first report (within 48 hours) to PMI of any injury or accident, which is related to, or which the employee believes to be related to, work. This reporting requirement exists regardless of whether Client procures Workers' Compensation Insurance through PMI. The final adjudication for workers' compensation purposes of whether the injury or accident is work-related shall be applicable for all purposes, including health insurance coverage. Client agrees to pay any additional costs incurred by PMI (including legal fees) caused by Client's failure to timely report any such injury or accident.

K. Consistent with applicable Louisiana law, Client agrees to implement a light duty return-to-work program to assist eligible injured workers back to gainful employment after a workers' compensation accident (with suitable doctor's release). PMI will assist Client in this endeavor.

L. In the event Client fails to report any wages or in the event reported wages (and tips, if applicable) are found to not be in compliance with applicable minimum wage or overtime law or regulations, such wages or tips shall be adjusted and Client shall be billed accordingly for additional workers' compensation premiums, if such insurance is procured through PMI. Client is solely responsible for any penalties, interest or fines resulting from its failure to accurately report wages to PMI.

#### **M. COBRA**

**1. Administration during term of Agreement:** With respect to any group health plan maintained by PMI which provides coverage to any Employee, PMI assumes responsibility for proper COBRA administration, subject to timely notification by Client of the termination of any Employee or the occurrence of any other "qualifying event" within the meaning of IRC 4980B. For these purposes any group health plan shall be maintained by PMI only if the contract is between PMI and the insurer.

Except as specifically set forth as a special provision to this Agreement, PMI shall have no responsibility for COBRA administration with respect to any group health plan maintained by Client.

**2. Liability upon Termination of Agreement:** Client and PMI specifically agree and acknowledge that upon termination of this Agreement for any reason the Client shall be the "successor employer" and the termination of this Agreement shall not constitute the termination of employment of any Employee for the purposes of COBRA. Accordingly, PMI shall have no liability under COBRA or administrative responsibility or obligation upon the termination of this Agreement for any reason.

3. Liability upon voluntary Termination of an elected benefit or benefits elected by Client as provided by PMI shall be terminated with a 30 day written certified notice prior to the date of termination of said benefit(s). Client agrees that voluntary termination of elected benefit(s) shall not terminate this Agreement or any other services provided herein.

N. Client agrees to notify PMI 75 days prior to any plant closing, mass layoff or other event affecting at least 50 employees at any work site or otherwise subject to the notice requirements of WARN, regardless of whether such employees are subject to this Agreement. Client agrees to cooperate with PMI in providing any notice required to comply with WARN.

O. In the event Client, through the use of Employees or otherwise, directly or indirectly, is engaged in the rendering of, or actually renders, any professional services ("Professional Services"), including, but not limited to, services in the fields of medicine (including, but not limited to, services provided by Emergency Medical Technicians and First Responders), psychiatry, dentistry, health care, optometry, chiropractic, law, accounting, computer services, architecture, engineering, and any other field in which the provider of such services may be subject to professional liability with respect to such services, the following provisions shall apply:

1. The parties agree that PMI shall not be entitled to exercise any control or supervision of any nature over the rendering of Professional Services. Neither Client nor any person associated in any manner with Client shall hold out or represent to any third person that PMI exercises any control over such rendering of Professional Services. Client acknowledges that PMI is not engaged in the business of rendering, either directly or indirectly, Professional Services connected with Client's business and Client will not represent or permit its agents to represent that PMI is so engaged. By denying PMI the right of control or supervision of persons rendering Professional Services, it is the parties' intent that no master-servant relationship exists between PMI and persons engaged in rendering Professional Services while such persons are rendering such Professional Services.

2. Client hereby agrees to indemnify, defend, and hold PMI harmless from and against any and all liability, expense (including court costs and attorneys' fees) and claims for damage of any nature whatsoever, whether known or unknown as though expressly set forth and described herein, which PMI may incur, suffer, become liable for, or which may be asserted or claimed against PMI as a result of, or which is in any way related to Professional Services rendered by any person associated, directly or indirectly, with Client.

3. Client hereby certifies and agrees that adequate professional malpractice insurance coverage is in effect for professional services provided by Client. Client further agrees to provide PMI with thirty (30) days prior written notice of any pending cancellation of said insurance coverage.

P. The Client shall not be responsible for any charges for employee benefits elected at the option of Employees. It is the responsibility of Client to promptly notify PMI in writing prior to implementing personnel changes (such as termination, temporary layoff, or change to part-time status) that should result in the termination of Employee benefit coverage. The Client agrees to be liable for the cost of such benefits provided to Employees by PMI beyond the proper termination date due to Client's failure to provide prior written notification. Client agrees that if an insured employee is terminated after the 15<sup>th</sup> of any month, Client will indemnify PMI for payments for the full month of employee's premium. In the event Client directly provides any insured employee benefits (such as health or life coverage), the Client shall notify the carrier of its relationship with PMI and shall furnish PMI written evidence of notification.

Q. Client is solely responsible for compliance with the Americans With Disabilities Act, Executive Order 11246, the Vocational Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974; the Walsh-Healey Public Contracts Act, the Davis-Bacon Act and the Service Contract Act of 1965.

## **VI. JOINT RIGHTS AND OBLIGATIONS OF CLIENT AND PMI**

A. PMI and Client will be jointly responsible, depending on the circumstances, for compliance with Title VII of the Civil Rights Act of 1964, the Louisiana Discrimination Law, the Age Discrimination in Employment Act, the Employee Polygraph Protection Act, the Federal Drug Free Workplace Act, the Employee Retirement Income Security Act, and any state and local laws relating to pensions, welfare or any other benefit plans.

B. PMI and Client shall be considered co-employers for the purpose of the Louisiana Workers' Compensation Law and shall both be entitled to the exclusive remedy provision of La. R.S. 23:1032(A).

## VII. INDEMNITIES AND WAIVER

A. Each party ("First Party") agrees to indemnify, defend, and hold the other party ("Other Party") harmless from and against any and all liability, expense (including court costs and attorneys' fees), and claims for damage of any nature whatsoever, whether known or unknown as though expressly set forth and described herein, which the Other Party may incur, suffer, become liable for, or which may be asserted or claimed against the Other Party as a result of the acts, errors, omissions, or breaches of any provision of this Agreement of or by the First Party excluding any act, error or omissions, or breaches of any provision of this Agreement which this Agreement expressly exculpates the First Party. The duty to defend shall include the duty to pay reasonable attorneys' fees incurred by Other Party in defending such claims, and the duty to indemnify includes the duty to pay any award imposed by an administrative agency or judgment or settlement reached in a court action. This provision shall include any and all claims made by Employees resulting from any actions or conduct of the First Party or the First Party's agents including, but not limited to, charges of discrimination; wrongful termination, or other labor-related causes of action; and claims of sexual harassment. For the purposes of this indemnity, the Employees shall be considered the agents of Client except to the extent such Employees are acting at the express direction of PMI.

B. PMI agrees to indemnify, defend, and hold Client harmless from direct out-of-pocket expenses of Client which may result from PMI's failure to withhold, deposit, or pay payroll taxes or PMI's failure to abide by applicable local, state, and federal law.

C. Client agrees to indemnify, defend and hold PMI harmless from and against any and all liability, expense (including court costs and attorneys' fees), and claims for damage of any nature whatsoever which PMI may incur, suffer, become liable for, or which may be asserted or claimed against PMI (i) as a result of Client's engagement of subcontractors, including but not limited to workers' compensation premium liability, general liability, and automobile liability of a subcontractor of client; or (ii) any liability or expense suffered or incurred by PMI for unemployment insurance claims caused by termination of this Agreement.

D. Each party hereby waives any claim in its favor against the other party, by way of subrogation or otherwise, which arises during the term of this Agreement for any and all loss, claim, expense, or damage, to the extent that such loss, claim, expense, or damage is recovered under any policies of insurance.

E. Neither party shall be entitled under any provision of this Agreement to indemnification or recovery from the other party for loss of profits, business goodwill, or other consequential, special, incidental, or similar types of damages.

F. The indemnifications contained in this Article (VI) shall specifically include all costs, including court costs, reasonable attorneys' fees and expenses, incurred in connection with the enforcement of any such indemnification. Both parties agree that, upon receipt of notice of a third-party claim covered by any indemnification under this Agreement under which the other party may be liable, the party receiving notice will immediately notify the other party of such claim. Failure to timely provide notice of a third-party claim shall negate the indemnification otherwise available. Upon timely receipt of such notice, the other party will provide the party entitled to indemnification with a full, complete and adequate defense at no cost to the party entitled to indemnification and will promptly pay any judgment, order or decree, all costs and expenses thereof incurred by the party entitled to indemnification, including all court costs and reasonable attorneys' fees, costs and expenses, and any such costs or expenses incurred in enforcing the provisions of such indemnification. Said costs, expenses and fees shall be paid by the other party to the party entitled to indemnification within ten (10) days from receipt of written demand by the party entitled to indemnification.

## VIII. GENERAL PROVISIONS

A. **Assignment.** Neither PMI nor Client shall assign this Agreement or its rights and duties hereunder, or any interest herein without the written consent of both parties; provided that PMI may assign its interest in this Agreement to an affiliate corporation without the need for Client consent.

B. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

C. **Severance.** In the event that a tribunal of competent jurisdiction holds that any provision of this agreement is null, void or unenforceable, all other provisions of this agreement shall remain in full force and effect.



**D. Integration.** This Agreement constitutes the entire agreement between the parties with regard to the subject matter, and no other agreement, statement, promise, or practice between the parties relating to the subject matter shall be binding upon the parties. This Agreement may be changed only by a written amendment signed by both parties.

**E. Waiver.** Failure of either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement, or any part hereof, shall not prejudice either party as to any subsequent performance, actions, or breaches.

**F. Survival.** The representations, warranties, and indemnities provided herein shall survive the termination of the Agreement.

**G. Human Resources.** PMI shall maintain a right of control and direction over the promulgation and administration employment policies for the Employees. PMI will provide Client with human resources support services and counseling, including where requested an employee handbook addressing general workplace administration and policies. Additionally, PMI will provide counseling on Client's obligations under local, state and federal employment laws and regulations, including the ADA, Title VII, the Age Discrimination in Employment Act, and the Fair Labors Standards Act.

**H. FMLA Compliance.** PMI shall administer leave requested under the Family Medical Leave Act as provided to eligible Employees and shall be the primary employer responsible for maintaining records, providing notices, obtaining medical verification/certification, and addressing return to work issues. Client agrees to cooperate with PMI and comply with such directives as PMI makes and acknowledges its obligations as the secondary employer under the Family Medical Leave Act.

**I. Notice.** Formal notice given to either party of this Agreement must be received by certified mail to the following addresses:

Personnel Management, Inc.  
242 Lynbrook Blvd.  
Shreveport, Louisiana 71106

St. John the Baptist Parish  
Office of Fire & Rescue Services  
1801 W. Airline Hwy  
LaPlace, LA 70068

## IX. SPECIAL PROVISIONS.

Client assumes all responsibility for all mandatory federal and state tax liabilities including and not limited to filing of all mandatory tax returns and/or reports; current and/or prior tax liabilities due prior to the date of this Agreement.

PMI will add Client as an additional insured to PMI's insurance policies if, and where, applicable.

DATE SIGNED: JUNE 30, 2004

PERSONNEL MANAGEMENT, INC.:

BY: [Signature]  
Mary A. Waniewski, Chief Executive Officer  
William M. Byrd, Chief Financial Officer

St. John the Baptist Parish

BY: [Signature]  
Nikkie Monica, Parish President